LEGRAND P. BACKMAN MILTON V. BACKMAN HARLAN, W. CLARK RALPHJ MARSH GARY A. SARGENT DAVID B. BOYCE SCOTT W. CAMERON D. KENT NORTON

BACKMAN, CLARK & MARSH

ROBERT L. BACKMAN OF COUNSEL

> ALMA H. BOYCE OF COUNSEL

TELEPHONE (801) 531-8300

ATTORNEYS AT LAW 500 AMERICAN SAVINGS BUILDING 61 SOUTH MAIN STREET SALT LAKE, CITY, UTAH 84111

February 10, 1982

TRANSMITTAL LETTER

FEB 10 1982 2 43 P.M.

Secretary of the Interstate Commerce Commission 12th Constitutional Avenue, N. W. Room 2303 Washington, D. C. 20423

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INTERSTATE COMMERCE COMMISSION

ATTENTION: Mildred Lee

Dear Mrs. Lee:

T. E. SNYDER, of 8338 Supernal Way in Salt Lake City, Utah 84121, is the owner of a 100-ton, 4650 cubic foot, covered hopper railcar, described as Car No. RRRX 1149 with an AAR mechanical designation of "LO", and M. MILDRED SNYDER is the Assignee of said equipment under an Assignment for Security, dated December 7, 1981.

An original and two certified copies of the Assignment for Security, together with a copy of the Bill of Sale attached thereto, was forwarded to your office on February 5, 1982, under separate cover.

Please file the documents in your office in order to assure the security interest of ${\tt M}.$ Mildred Snyder.

Yours truly,

BACKMAN, CLARK & MARSH

Ralph J. Marsh

RJM/km

Interstate Commerce Commission Washington, D.C. 20423

2/16/82

OFFICE OF THE SECRETARY

Ralph J. Marsh, Backman, Clark & Marsh 500 American Savings Building 61 South Main Street Salt Lake . Utah 8411

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on / and assigned re-

2/10/82 recordation number(s)

2:45pm

13500

Sincerely yours,

antha L. Mergenevich Agatha L. Mergenovich Secretary

Enclosure(s)

FEB 10 1982 -2 45 PM

INTERSTATE COMMERCE COMMISSION

T. E. SNYDER doing business as T & K LEASING hereby assigns to M. MEREDITH SNYDER of 914 "B" Crain, Evanston, Illinois, all of his right, title and interest in and to the railroad equipment described and referred to on the Bill of Sale, dated September 15, 1980, from Rex Leasing, Inc. to the undersigned, a copy of which is attached hereto, as security for a promissory note, dated October 30, 1981, in the amount of \$22,000.00. All rights to income or disbursements with respect to the property described on the attached Bill of Sale shall remain with the undersigned until such time as the promissory note is in default and the holder thereof notifies Rex Leasing, Inc. to forward such income or disbursements to such holder.

DATED this 7th day of Womenber, 1981.

T & K LEASING,

By T. E. Snyder

STATE OF UTAH County of Salt Lake)

On the _______ day of Wormber, 1981, personally appeared before me T. E. SNYDER, Proprietor of T & K LEASING, signer of the within instrument, who duly acknowledged to me that he executed the same on behalf of and by authority of said proprietorship.

My commission expires 7-29-85 Residing at AC

Jasen Marcroft
NOTARY PUBLIC

BILL OF SALE

Rex Leasing, Inc., a New Jersey corporation ("Rex Leasing"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and set over unto T.E. Snyder (DPA T & K Leasing) (hereinafter called the "Owner") and Owner's successors and assigns, the following described units of new railroad equipment (hereinafter called the "Equipment"):

Number of Units

Description

Car Nos.

1

100-ton, 4650 cubic foot covered hopper railcar

RRRX 1149

TO HAVE AND TO HOLD all and singular the Equipment above described to the Owner, Owner's successors and assigns, for Owner's and their own use and behalf forever.

And Rex Leasing hereby warrants to the Owner and Owner's successors and assigns, that (i) at the time of delivery of each unit of Equipment to Rex Leasing from the manufacturer thereof, Rex Leasing had legal title to such unit and good and lawful right to sell such unit; (ii) as of the moment each unit of Equipment entered the territory of the United States, title to such unit passed to the Owner; and (iii) as of the date hereof, title to each such unit of Equipment is free of all liens and encumbrances of any nature arising from, through or under Rex Leasing; and Rex Leasing covenants that it will warrant and defend such title against all claims and demands whatsoever. Rex Leasing also certifies that, when delivered to Rex Leasing from the manufacturer thereof, each of the units of Equipment was new and unused; that, at the moment that title to each such unit passed to the Owner, such unit had not been used or held for use by anyone, but had been held by Rex Leasing solely for resale and had been transported as freight to the point where title to such unit so passed to the Owner; and that each of the units of Equipment had not been delivered to the initial lessee thereof prior to the moment that title to each such unit had passed to the Owner.

IN WITNESS WHEREOF, Rex Leasing has caused this instrument to be duly executed in its name by its officers thereunto duly authorized and its corporate seal to be affixed this 15th day of September, 1980.

REX LEASING, INC.

ATTEST:

y Muck K / AW President

* Secretary